action to recover the value of the bag, and the jury found that neither defendant nor plaintiff had been guilty of negligence. The Court of Appeal held, affirming the decision below, that defendant was not liable as a common carrier, and therefore was entitled to judgment. The general rule has heretofore been supposed to be that a carrier of passengers is liable for baggage the traveller takes into the same carriage with him. "If a man travel in a stage coach" says Chambre, J., in *Robinson* v. *Dunmore*, 2 B. & P. 419, "and take his portmanteau with him, though he has an eye upon the portmanteau, yet the carrier is not absolved from his responsibility but will be liable if the portmanteau be lost." See, also *Le Conteur* v. *Lond. & S. W. Ry.*, L. R., 1 Q. B. 54; *Richard* v. *Lond. & S. W. Ry. Co.*, 7 C. B. 39; *Hannibal, etc., R. R. Co.* v. *Swift*, 12 Wall. 262; *Cohen* v. *Frost*, 2 Duer, 335. But the rule that binds common carriers absolutely to insure the safe delivery of the goods, except against the act of God and the public enemy, whatever may be the negligence of the passenger, has never been applied. *Talley* v. *Great W. Ry. Co.*, L. R., 6 C. P. 44. Here it was shown that the passenger, when changing cars, left his portmanteau unprotected, and the railway company was held not liable for a robbery of the portmanteau. And it has been held that a railway company is not liable for articles carried on the traveller's person, nor for overcoats, canes, and umbrellas, such as he usually has under his exclusive supervision. See *Steamboat Palace* v. *Vanderpoel*, 16 B. Monroe, 302; *Tower* v. *Utica & S. R. R. Co.*, 7 Hill, 47.

In *Mulliner* v. *Florence*, 38 L. T. Rep. (N. S.) 167, decided by the English Court of Appeal, on the 28th of January last, one Bennet purchased horses and carriages of plaintiff and took them to defendant's inn, where he was entertained, and his horses and carriages kept for a long time. Bennett never paid plaintiff the price of the horses and carriages, and absconded from defendant's inn without paying his bill, and leaving the horses and carriages there. Subsequently, having been takn into custody on a charge of swindling, he re-assigned the horses and carriages to plaintiff, to whom, however, defendant refused to give them up until Bennett's bill was paid. Defendant afterwards sold the horses by public auction, and still retained the carriages. The court held, first, that defendant's lien upon the horses and carriages was a general one for the whole of Bennett's bill, and that Plaintiff, not having tendered the amount of it to defendant was not entitled to maintain his action to recover possession of the carriages or damages for their detention, and second, that the sale by defendant of the horses was a wrongful conversion, for which plaintiff could maintain his action, and that the measure of damages was the value of the horses. The decision as to the lien of an innkeeper, extending to all the the property brought to the inn by the guest for all his expenses, is in accordance with the view taken by Story (Story on Bailm., § 476), who says that the cases do not support the doctrine advanced by some that a horse can be detained only for his own meals. See *Thompson* v. *Lacy*, 3 B. & A. 383; *Sunbolf* v. *Alford*, 3 M. & W. 248; *Proctor* v. *Nicholson*, 7 C. & P. 67; *Jones* v. *Thurloe*, 8 Mod. 172. The innkeeper cannot sell the property of his guest, but only detain it, and a sale is a conversion. *Jones* v. *Peasle*, 1 Stra. 557; *Luckbarow* v. *Mason*, 6 East, 21, note; *Walter* v. *Smith*, 5 B. & A. 439; *Cortelyou* v. *Lansing*, 2 Ca. Cas. 200.

UNITED STATES.

A singular case is on trial in Brooklyn, where a Mrs. Malloy brings suit against St. Peter's Roman Catholic church, of which she is a communicant, for $10,000 damages on account of injuries received by slipping on the icy steps of the church. She argues that as she was bound to attend mass under pain of mortal sin the church was bound to keep its approaches in a safe condition.

MOVABLES ANNEXED TO IMMOVABLES.—In *Gross* v. *Jackson*, 6 Daly, 463, chairs were furnished to a theatre of a pattern that had to be made with special reference to the size, shape, and plan of the auditorium of the theatre in which they were to be placed, and were screwed to the floor, as they could not stand alone. The court held that they formed a part of the building, and that a mechanic's lien could be filed and enforced against the building by the one furnishing them. In *Potter* v. *Cromwell*, 40 N.Y. 287, 297, and *Voorhees* v. *McGinnis*, 48 id. 278, three tests are given whereby the question whether a given article has become by annexation a part of the freehold: 1. To give to articles, personal